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RECORDATION NO. _____ Filed & _____

MAR 25 1975 - 9 15 AM

CAR LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

AGREEMENT made this 7th day of March, 1975, between SOUTHWESTERN STATES MANAGEMENT CO., hereinafter referred to as "Lessor," and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, hereinafter referred to as "Lessee,"

W I T N E S S E T H:

I.

Lessor, being the owner of the freight cars listed below, does hereby lease and will deliver to the Lessee at any point on Lessee's tracks on the 4th day of March, 1975, the following numbered and type of railroad cars:

Description

Car Numbers

Thirty-three (33) 40-ton
railroad boxcars

2715-2736, both inclusive
2738-2749, both inclusive

II.

The term of this lease shall be on a daily basis, commencing on the 4th day of March, 1975, and this lease shall terminate by the giving of a written notice from either party to the other that this lease shall be terminated after the expiration of twenty-four (24) hours from time of notice. Lessee shall have the right to use said cars in interstate commerce and to interchange said cars.

III.

Upon the termination of this lease as set forth above, Lessee agrees to return the above specified cars to Lessor forthwith in as good working order and general condition as when delivered to Lessee, ordinary wear and tear excepted.

IV.

In the event of loss or destruction of any of said cars, the Lessee shall pay the Lessor the salvage value thereof, being the ton weight of said car times the spot price shown for No. 1 Heavy Melt Steel in the Chicago market as published in the Wall Street Journal as of the date said car was destroyed. In the event any of said cars are damaged, Lessee may either repair said damage or purchase said car as salvage, based upon the aforementioned salvage value thereof.

V.

The Lessee agrees to pay the Lessor as rental from date of delivery of each car until termination of this lease, the sum of One Dollar (\$1.00) per calendar day or any fraction thereof per car.

VI.

Bills for said rental shall be presented by Lessor to Lessee according to its usual business practices, and payment of said bills shall be made by the Lessee within twenty-five (25) days after issuance thereof.

VII.

The Lessee hereby agrees to indemnify and save harmless the Lessor from and against any and all liability, demands, and causes of action, whether well-founded or otherwise, including the cost of defending same, for bodily injury to or death of any person or damage to the property of any person whatsoever, including the parties hereto or the employees of either of them, arising out of or in connection with the use or operation of said cars leased hereunder, whether said damage shall be the result of obvious defects, latent

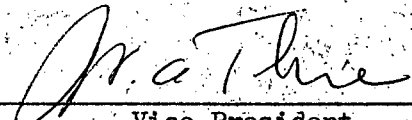
defects, or other causes, and shall not call upon the Lessor for contribution in any sum whatsoever by reason of the fact that Lessor is the owner of said cars. Indemnity shall apply from the time the said cars are accepted by the Lessee until they are returned to and accepted by the Lessor. All taxes shall be paid by Lessee.

VIII.

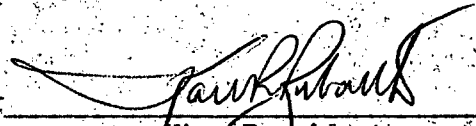
Lessor makes no warranty, either express or implied, that any of the cars leased to Lessee are suitable for use by Lessee, and Lessee hereby acknowledges that it has made a full and complete inspection of said cars and accepts said cars as being in satisfactory condition for the use desired by Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

SOUTHWESTERN STATES MANAGEMENT CO.

By 
Vice President

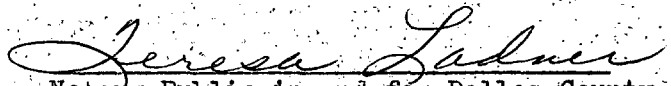
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By 
Vice President

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. THIE, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHWESTERN STATES MANAGEMENT CO., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of March, 1975.



Notary Public in and for Dallas County,
Texas

My Commission expires June 1, 1975.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared KARL R. ZIEBARTH, Vice President known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March, 1975.


Notary Public in and for Dallas County,
Texas

My Commission expires June 1, 1975.